

File No. AP/RFP(ICOPs)/CBC(VJA)/2025-26/2
GOVERNMENT OF INDIA
MINISTRY OF INFORMATION & BROADCASTING
CENTRAL BUREAU OF COMMUNICATION
REGIONAL OFFICE (AP REGION)
4th Floor, Abdul Salam Towers, Ashok Nagar, Bandar Road, Kanuru,
Vijayawada – 520007

REQUEST FOR PROPOSAL / TENDER DOCUMENT

Invitation of Bids for engagement of agency for organization of exhibitions on Flagship Programs of Government of India.

Request For Proposal No: 02/2025 dated 26-08-2025

Introduction:

Bids (Technical & Financial) in separate sealed covers are invited from Agencies for design and mounting of multimedia exhibitions, to be conducted by Central Bureau of Communication, Vijayawada on turn-key basis on the Flagship programs of Government of India and other themes.

The above-mentioned Title, RFP number and date of opening of the Bids should be superscribed on the sealed cover to avoid the bid being declared invalid. The bids (technical and financial bids) should be submitted in separate sealed envelopes. **All the envelopes should be enclosed in another sealed envelope superscribed with the RFP number and due date.** The applicant should also provide complete contact details such as name and address of the company, name of the authorized signatory, mobile number, landline number, email id on the letter-head in all correspondences.

This RFP is divided into six parts as follows:

- Part I: Contains General information and instructions for the Bidders about the RFP such as the time, EMD, place of submission and opening of tenders, validity period of tenders, etc.
- Part II: Eligibility Criteria
- Part III: Scope of work
- Part IV: Contains Standard Conditions of RFP and special conditions to this RFP and which will form part of the contract with the successful bidder.
- Part V: Evaluation Criteria
- Part VI: Annexures containing formats for technical and financial bids, Bid Security Declaration and undertaking of not being blacklisted etc.

Note: This RFP is being issued with no financial commitment and CBC, Vijayawada reserves the right to change or vary any part thereof at any stage. CBC, Vijayawada also reserves the right to withdraw the RFP at any stage.

Part I – General Information

1. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:

| | | |
|----|-------------------------------------|--|
| a. | Bids/queries to be addressed to | The Director, Central Bureau of Communication, Vijayawada |
| b. | Postal address for sending the Bids | 4 th Floor, Abdul Salam Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada – 520007 |
| c. | Name/designation of the Officer | Mr. Pamula Ratnakar, Director, CBC, Vijayawada |
| d. | Telephone number of the Officer | 0866-2550014 |
| e. | e-mail IDs of contact personnel | rob.ap2020@gmail.com |

2. **Manner of depositing the Bids:** Sealed Bids (Technical and Financial) should be submitted at the address mentioned in para (1) above, by hand or by registered post so as to reach by the due date and time. **Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery / non receipt of Bid documents. Bids sent by e-mail will not be considered.** Only those bids which are submitted to the mentioned address within due date and time will be opened.
3. **Pre-Bid Conference and Briefing:** **08/09/2025 at 11.30AM** in 4th Floor, Abdul Salam Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada
4. **Forwarding of Bids:** Bids should be forwarded by the Bidders under their original memo/letter pad inter alia furnishing all details/documents as mentioned in Part II (Eligibility criteria) like PAN Number, GST Number, Bank Branch address with e-payment Account details etc. with complete postal & e-mail address of their office and the mobile number on which the Agency can be contacted.
5. **Preparation of Proposal:** The Respondent shall comply with the following related information during preparation of the proposal.
 - a. The Proposal shall conform to provisions of RFP. Any interlineations, erasures or over writings shall be valid only if they are initialed by the authorized person signing the Proposal.
 - b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) to bind the Respondent to the contract. The letter of authorization shall be indicated by written power of attorney and shall

- c. Proposals received by email shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposal shall be taken as valid.
6. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents may forward the queries vide e-mail to – rob.ap2020@gmail.com referring the RFP title, number and date, not later than 2 days prior to the last date of submission of the Technical Bids.
7. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his/her bid after submission provided that the written notice of modification or withdrawal is received by CBC, Vijayawada prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by e-mail but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach CBC, Vijayawada not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.
8. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, CBC, Vijayawada may, at its discretion, ask the bidder for clarification regarding his/her bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. **No post-bid clarification on the initiative of the bidder will be entertained.**
9. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
10. **Disqualification:** The CBC, Vijayawada on behalf of Government of India may at its sole discretion and at any time during the evaluation of Bids / Proposals, disqualify any Respondent, if the Respondent has:
- Submitted the Proposal documents after the response deadlines.
 - Made misleading or false representation in the forms, statements and attachments submitted in proof of the eligibility requirements.
 - Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three year.
 - Submitted a proposal that is not accompanied by required documentation or is non-responsive.
 - Failed to provide clarifications related thereto, when sought.
 - Submitted more than one Proposal.
 - Declared ineligible by the Government of India for corrupt and fraudulent practices or blacklisted;
 - Submitted a proposal with price adjustment/variation provision.

The Respondent is expected to examine all the instructions, guidelines, terms and conditions as given in this RFP.

11. **Validity of Bids:** The Bids should remain valid for a period of **one year** from the last date of submission of the Bids.
12. **Period of Contract:** The contract would be valid for **one year** from the date of MoU. Please note that **Contract can be cancelled unilaterally by CBC, Vijayawada** being customer, in case, services are not received as per quality and standards specified in the RFP and the contract. CBC, Vijayawada reserves the right to exercise the option clause and repeat the order clause as per text given in Part IV of this RFP.

Further, the contract can be extended for **another period of one year at the same terms & conditions on mutual consent basis.**

13. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for an **amount of Rs.15,000/- along with their bids except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME).** The EMD may be submitted in the form of an Account Payee Demand Draft / Banker's Cheque in favor of **Drawing and Disbursing Officer, CBC, Vijayawada** or Bank Guarantee as per Annexure-III from any of the Public Sector Banks or private Sector Banks. EMD is to remain valid for a period of forty-five days beyond the final award date of the bid. EMD of the unsuccessful bidders will be returned to them at the earliest after awarding the bid and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned, without any interest whatsoever, after the receipt of performance bank guarantee as annexed. **The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.**
14. **Last date and time for submitting the Technical & Financial Bids: 15/09/2025 – on or before 12:00 Hrs.** The sealed Bids should be deposited / reach by the due date and time. The responsibility to ensure this lies with the Bidder.
15. **Time and date of opening of Technical Bids and Technical Presentation: 15/09/2025 –14:30 Hrs., Technical presentation will be on 15/09/2025 by 15:30 Hrs onwards.**
16. **Two bid system:** It is a two-bid system. The proposal of the Agencies, who meet eligibility criteria, will be evaluated based on their technical presentation. Date of opening of financial/price bid is **15/09/2025 at 17:30 Hrs** in 4th Floor, Abdul Salam Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada **Financial/price bids of only those firms will be opened, whose technical bids are found compliant/suitable after technical evaluation is done by CBC, Vijayawada.**

(If due to any exigency, the due date for opening of the proposals is declared a closed holiday, the proposals will be opened on the next working day at the same time or on any other day/time, as intimated by the CBC, Vijayawada)

17. Place of opening the Bids& Presentation:

4th Floor, Abdul Salam Towers, Ashok Nagar, Bandar Road, Kanuru, Vijayawada.

The Bidders may depute their representatives, duly authorized in writing, to attend the opening of technical Bids on the due date and time. The agencies which would be found eligible based on the qualification documents would be required to make a technical presentation before at the allotted time slot on the same day in the same venue. **The Bidders will have to come prepared for the technical presentation on the mentioned date.** This event will not be postponed due to non-presence of representative of any Bidder.

18. The contract will be awarded to such technically qualified Agency which quotes the Lowest Rates at L1 for the Medium ICOPs to the qualified agency. However, CBC, Vijayawada reserves the right to distribute the work amongst Agencies quoting the L2, L3, L4 rates, provided they agree to work at L1 rate for the Medium ICOPs. However, at least 60 % of the job will be awarded to Agency quoting the L1 rate for Medium ICOPs.

- i. The decision of the committee will be final and binding. CBC, Vijayawada reserves the right to accept or reject a proposal without assigning any reason thereof.
- ii. The Bidders are required to spell out the rates of GST in unambiguous terms. In the absence of any such stipulation it will be presumed that the prices quoted are firm and no claim on account of such taxes & duties will be entrained after the opening of tenders. If a Bidder is exempted from payment of GST up to any value of services from them, they should clearly state that no GST will be charged by them up to the limit of exemption by Government which they may have the documentary evidence for exemption of any statutory duties and taxes has to be produced along with price bid. If any concession is available in regard to rate/quantum of GST with the approval of Government, it should be brought out clearly. Stipulation like, GST is presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that GST will not be charged by him/her even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of GST which is normally applicable on the item in question for the purpose of comparing their prices with other Bidders.
- iii. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price

will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

19. The Lowest Acceptable Bid will be considered further for placement of contract/supply order after complete clarification and price negotiations if required as decided by CBC, Vijayawada. CBC, Vijayawada also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to provide the services within stipulated time and the same will be placed at Lowest-1 rate.
20. **Award of Contract:** After final evaluation of the technical & financial proposal, CBC, Vijayawada will notify the successful bidder in writing that their Proposal has been accepted.

Part II – Eligibility Criteria

Pre-Qualification/Eligibility Criteria for Applying

| S.No. | Pre-Qualification/Eligibility Criteria | Documents required in support of claim |
|-------|--|---|
| 1 | The applicant should be a Firm/Company/LP/ Partnership/Proprietorship Firm/Society, duly registered under the relevant laws in the state of Andhra Pradesh i.e., Registered address is in Andhra Pradesh | Copy of Certificate of incorporation and Partnership Deed etc. as applicable. |
| 2 | The average turnover of the bidders should be Rs.10 lakh & above for Medium ICOPs in three financial years during the last 5 years. | ITR /Audited Balance Sheets of last 3 assessment years with CA Certificate stating the net worth and Turn Over of the organization for each year. |
| 3 | The bidder must have executed at least 2 exhibitions/events work orders of amount greater than Rs.5 lakhs and above for the Medium ICOPs | Copy of Original Contract along with Work Order/Completion Certificate |
| 4 | The applicant should not have been ever blacklisted by any government department/organization/body | Self- Declaration by the applicant with seal and signatures |
| 5 | Additional Documents required | PAN Number, GST Number, Aadhar card of the signatory Bank Branch address with e-payment Account details or cancelled check |

Part III – Scope of Work

1. **Objective:** Central Bureau of Communication, Ministry of Information & Broadcasting, Government of India, Vijayawada is responsible for creating awareness at the grassroot level regarding the various initiatives, flagship programmes and policies of the Government of India through outreach events called **Integrated Communication and Outreach Programmes (ICOPs)** which involves activities like putting up of Exhibitions and engagement of target audience through talks by experts and conducting competitions etc.
2. There will be **6 Medium ICOPs** (*No of Medium ICOPs may be increase*) **in total and different places in Andhra Pradesh. The Medium ICOPs are proposed to be organized from September 2025 to March 2026 across the state of Andhra Pradesh.** All the exhibits are intended to be in Telugu, English and Hindi. The selected agency must design, fabricate, install and run the exhibition/ICOP during the proposed time period on turn-key basis. Details as regarding tentative schedule for the exhibitions will be provided to the selected agency in due course.
3. **Detailed scope of work for 6 Medium ICOPs at various places in the state of Andhra Pradesh is as follows:**
 - i. **For 6 Medium ICOP**

Six events of 3 days programme each + 1 day pre-event engagement, Select districts in Andhra Pradesh.

Note : Venue and Date may be change as per directions from the headquarters

A. Infrastructure

| S.No. | Item |
|-------|---|
| 1. | Main super structure with water proof tent 3000 SFT, installation,/hiring of function hall including power charges, decoration with colour cloth and carpeting and with round the clock power supply (all inclusive), no raised platform and adequate Power supply with backup/silent generator - 3 days |
| 2. | Stage platform wooden (16 x 16 x 2 feet) |
| 3. | 10 VIP Chairs on stage |
| 4. | Sofa 3 seaters – 6 Nos. |
| 5. | Audience chairs with handles – 300 |
| 6. | Centre tables – 3 |
| 7. | Pedestal fans – 4 |
| 8. | Lighting (Podium, Stage, Stalls, Audience & Exhibition area) - As per the requirement - 3 days |
| 9. | PA System (Podium with 3 stand mics; 2 wireless mics) – |
| 10. | 3 - Stalls (10 x 10 feet) – 3 days |
| 11. | 6- Stall Tables (6 x 3 feet) – (3 days) |
| 12. | 1 - Registration counter (L Shape table with cloth with 2 chairs) |
| 13. | Decoration of venue with flowers/balloons/etc. (As per requirement of venue) |

| | |
|-----|---|
| 14. | 1 - Fire extinguisher – 3 days |
| 15. | Cabling & Earthing - As per requirement of venue |
| 16. | AV pre publicity, social media creatives fabrication of display aids |
| 17. | Selfie corners (3 in No.)/360-degree selfie stands |
| 18. | AR/VR/XR immersive experiences, Innovative digital interactive displays (LED panels, LED TVs, Touch screen kiosk) Content creation and Graphic design with equipment |
| 19. | 3 x 6 Feet Exhibits - 30 - 40 panels |

B. Refreshments

| S.No. | Item |
|-------|--|
| 1 | 60 - VIP Refreshments each @ rate of Rs.150/- + Tea/Coffee |
| 2 | 400 - Audience plus media refreshments each @ rate of Rs.50/- + Tea/Coffee |
| 3 | Drinking water with 3 dispensers and disposable water glasses |

C. Manpower

| S.No. | Item |
|-------|---|
| 1 | 4 - House-keeping staff-cum-Helpers-cum- Security -3 days |
| 2 | 2 – Carpenters – 2 days |
| 3 | Photographer-cum-Videographer (to provide photos self-stick album 60 photos in 4x6 size) and small duration edited videos with titles in a PenDrive /digital/soft copy) |
| 4 | Anchor/Moderator – 2 days |

D. Printing

| S.No. | Item |
|-------|--|
| 1 | 1 - Stage backdrop (20 x 10 feet) |
| 2 | 10 - Flexies Banners (6 x 3 feet) |
| 3 | 4 - Standees (6 x 3 feet; V type) |
| 4 | Entrance lobby with design |
| 5 | 1 - Signature board (6 x 4 feet) |
| 6 | 1 Entrance Arch/fascia with frame and mounting as required |

E. Outreach

| S.No. | Item |
|-------|---|
| 1 | Honorarium to engage subject experts 3 in No. |
| 2. | Organizing Competitions based on themes, Prizes (20-25), Certificates for prize winners and participants (500 to 600) |
| 3. | Mementos to the dignitaries (20 to 25) |
| 4. | Flower bouquets to welcome guests of the programme and shawls |

F. Transport

| S.No. | Item |
|-------|---|
| 1 | Transporting of around 50 wooden exhibition panels (6 feet x 3 feet in size) along with iron stands from Vijayawada to the places mentioned in Annexure VI and back to vijayawada |

4. **In all the above Medium ICOPs, Savings, if any, in hiring of the indoor venue against erection of super structure is to be compensated with the increase in other deliverables.**
5. **Holding of competitions, theme/topic, selection of prizes, Refreshments, Pre-event arrangements, mobilisation activities, mementoes to guests, Honorarium to the guest speakers, welcome bouquets etc are to be supplied in consultation with the programme nodal officer.**
6. **Specifications and auxiliary requirement:** All material to be used in application should be ISI Marked & of ISO Standards. Material specifications should be of standard premium company make.
7. **Schedule of Requirements:** The agency must execute all the works as mentioned in scope of work and the accepted technical proposals. The exhibition venue with all design, fabrication, installation and facilities (as per accepted proposal / contract) should be **ready by 12 Hrs before the inauguration of the exhibition/Programme**. The agency must maintain the venue for all the exhibition days and will also be responsible for **de-installation / clearing the venue after completion of the exhibition**.

Note 1: Schedule of delivery of requirements: The agency must execute all the works as mentioned in Scope of Work and the accepted technical requirements within the time specified by CBC, Vijayawada.

Note 2: The materials used will be in accordance to the Act & Rules of Govt. of Andhra Pradesh and Municipal Corporation.

Part IV

a) Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful bidder (i.e. Contractor/ Supplier in the contract) as selected by CBC, Vijayawada. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

2. **Effective Date of Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to services or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is given in Annexure-VI.

Jurisdiction: The Contract shall be deemed to be a Contract made under, governed by and construed in accordance with laws of India and shall be subject to the exclusive jurisdiction of Indian Courts at Vijayawada (Andhra Pradesh) and every dispute arising out of this contract shall be resolved through firstly as mentioned above or in a Court of competent jurisdiction.

4. **Penalty for use of Undue influence:** The agency undertakes that it has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of CBC, Vijayawada or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the agency or anyone employed by it or acting on its behalf (whether with or without the knowledge of the agency) or the commission of any offence by the agency or any one employed by it or acting on its behalf, as defined in chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1988 or any other Act enacted for the prevention of corruption shall entitle CBC, Vijayawada to cancel the contract and all or any other contracts with the agency and recover from the agency the amount of any loss arising from such cancellation. A decision of CBC, Vijayawada or its nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the agency. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the

agency towards any officer/employee of CBC, Vijayawada or to any other person in a position to influence any officer/employee of CBC, Vijayawada for showing any favour in relation to this or any other contract shall render the agency to such liability/penalty as CBC, Vijayawada may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund the amounts paid by CBC, Vijayawada.

5. Agents/Agency Commission: The agency confirms and declares to CBC, Vijayawada that the agency is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries whether officially or unofficially, to the award of the contract to the contractor, nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The agency agrees that if it is established at any time to the satisfaction of CBC, Vijayawada that the present declaration is in any way incorrect or if at a later stage it is discovered by CBC, Vijayawada that the contractor has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract the agency will be liable to refund that amount to the CBC, Vijayawada. The agency will also be debarred from entering into any supply Contract with the Government of India for a minimum period of three years. CBC, Vijayawada will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the agency who shall in such an event be liable to refund all payments made by CBC, Vijayawada in terms of the contract along with interest at the rate of 2% per annum above 18% penal rate. The CBC, Vijayawada will also have the right to recover any such amount from any contracts concluded earlier by agency with the Government of India or with CBC, Vijayawada.

6. Access to Books of Accounts: In case it is found to the satisfaction of CBC, Vijayawada that the agency has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the agency, on a specific request of CBC, Vijayawada shall provide necessary information/inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of CBC, Vijayawada, the agency shall not disclose the contract or any provision of the contract or information related to services thereof to any third party.

8. Penalty and Liquidated Damages: In the event of the Agency failure to submit the Bonds, Guarantees and Documents, provide the satisfactory services as specified in this contract, CBC, Vijayawada may, at its discretion, withhold any payment until the completion of the contract. CBC, Vijayawada may also deduct from the agency as agreed, liquidated damages to the sum of 1% of the contract price of the delayed services mentioned above for each day subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed services.

9. Termination of Contract: CBC, Vijayawada shall have the right to terminate this Contract in part or in full in any of the following cases:

- a. The delivery of the creatives is delayed for causes not attributed to Force Majeure for more than 5 days after the scheduled date of deliverable fixed by CBC, Vijayawada.
- b. The agency is declared bankrupt or becomes insolvent.
- c. The delivery of creatives is delayed due to causes of Force Majeure by more than 01 months.
- d. CBC, Vijayawada has noticed that agency has utilized the services of any agent in getting this contract and paid any commission to such individual/company etc.
- e. As per decision of the Arbitration Tribunal.
- f. CBC, Vijayawada can withdraw the contract at any time during the contract period due to either changes in the terms and conditions or as a policy decision or upward or downward revision of the rates, with a notice of one week.
- g. If the agency wishes to withdraw from the contract at least one month notice should be given.

10. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by registered pre-paid mail/airmail, addressed to the last known address of the party to whom it is sent.

11. **Transfer and Sub-letting:** The agency has no right to give, bargain, sell, assign or sublet or otherwise dispose of the contract or any part thereof, as well as to give or to let a third party take benefit or advance of the present Contract or any part thereof.

12. **Patents and other Intellectual Property Rights:** The prices stated in the present Contract shall be deemed to include all amounts payable for the use of patents, copyrights, registered charges, trademarks and payments for any other intellectual property rights. The Contractor shall indemnify CBC, Vijayawada against all claims from a third party at any time on account of the infringement of any or all the rights mentioned in the previous paragraphs whether such claims arise in respect of manufacture or use. The contractor shall be responsible for the completion of the services in satisfactory manner during the currency of the contract.

13. **Amendments:** No provision of present contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

14. **Statutory Duties & Taxes:**

- a. Any change in any duty/tax upward/downward as a result of any statutory variation taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the agency. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to CBC, Vijayawada by the agency. All such adjustments shall include all reliefs, exemptions, Rebates, concession etc. if any obtained by the contractor.
- b. **If it is desired by the Bidder to ask for the GST to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be**

presumed that the prices quoted by the Bidder are inclusive of GST and no liability will be developed upon CBC, Vijayawada.

15. On the Bids quoting GST, the rate and the nature of GST applicable at the time of supply should be shown separately. GST will be paid to the agency at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of services is legally liable to GST and the same is payable as per the terms of the contract.
16. **Sanctions on violation:** The following set of sanctions shall be enforced for any violation by a Bidder of its commitments or undertaking:
 - i) Denial or loss of contracts;
 - ii) Forfeiture of the bid security and performance bond;
 - iii) Liability for damages to the CBC, Vijayawada and the competing Bidders; and
 - iv) Debarment of the violator by the CBC, Vijayawada for an appropriate period of time.

Part IV

b) Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder. (i.e. the Agency in the contract) as selected by CBC, Vijayawada. Failure to do may result in rejection of Bid submitted by the Bidder.

1. **Performance Guarantee:** The successful bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to Rs.15,000/- (Rs. Fifteen thousand) before signing of contract. Performance Bank Guarantee should be valid up to 45 days beyond the date of completion of Contract period. The specimen of PBG is given in Annexure V.
2. **Option clause:** The contract will have an Option Clause, wherein CBC, Vijayawada can exercise an option to hire service of the agency for additional number of deliverables as listed in the original contracting accordance with the same rate, terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of CBC, Vijayawada to exercise this option or not.
3. **Repeat Order Clause:** The contract will have a Repeat Order Clause, wherein CBC, Vijayawada can order up to same number of deliverables numbered under the present contract within currency of the contract at the same rate, terms & conditions of the contract. The Bidder is to confirm acceptance of this clause. It will be entirely the discretion of CBC, Vijayawada to place the Repeat Order or not.
4. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that e-payments could be made instead of payment through cheques. The payment will be made upon satisfactory performance

of work and no advance payment would be made at any cost. **2% TDS will be recovered on the total amount of the bill as per the Income Tax Act.**

5. **Paying Authority:** The payment would be made by CBC, Vijayawada on submission of following documents:
 - (i) Ink signed copy of the Agency's bills
 - (ii) Satisfactory Performance report submitted by supervising officer (wherever applicable as per the contract)
 - (iii) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account Number, IFSC code (if these details are not incorporated in supply order/contract).
 - (iv) Any other document / certificate that may be provided for in the Job Order / Contract.
6. **Fall Clause:** The following Fall clause will form part of the contract placed on successful Bidder:
 - (a) The price charged for the services supplied under the contract by the Agency shall in no event exceed the lowest price at which the Agency provides the services of identical description to any persons/organization including CBC, Vijayawada or any department of the Central Government or any department of state government or any statutory undertaking of the central or state government as the case may be during the period till performance of all services placed during the currency of the contract is completed.
 - (b) If at any time, during the said period the Agency reduces the service price or offer to provide services to any person/organization including CBC, Vijayawada or any department of the Central Government or any Department of the State Government or any Statutory undertaking of the Central or State Government as the case may be at a price lower than the price chargeable under the contract. Such reduction of services offer of the price shall stand correspondingly reduced.
7. **Risk & Expense clause:**
 - i) Should the services thereof not be delivered within the time or times specified in the contract documents, or if defective service is made in respect of the services thereof, CBC, Vijayawada shall after granting the Agency seven days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.
 - ii) Should the services thereof not perform in accordance with the specifications/parameters provided by CBC, Vijayawada during the check proof tests to be done by CBC, Vijayawada shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.
 - iii) In case of a contractual breach that was not remedied within 07 days, CBC, Vijayawada shall, having given the right of first refusal to the contractor be at liberty to provide services from any other source as he thinks fit, of the same or similar description to services

- iv) Any excess of the services price, cost of services or value of any services procured from any other contract as the case may be, over the contract price appropriate to such default or balance shall be recoverable from the Agency by CBC, Vijayawada.

8. Force Majeure Clause:

- a) Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.
- b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.
- c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case, not later than 10 (Ten) days from the moment of their beginning.
- d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.
- e) If the impossibility of complete or partial performance of an obligation lasts for more than one month either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 15 days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

9. Misc. terms & conditions of the contract:

- a) The agency shall provide the required services as and when demanded by the CBC, Vijayawada. The personnel engaged for the services in the CBC, Vijayawada shall be the employees of the Agency and will take their remuneration/wages from the Agency. They will have no claim of whatsoever nature including monetary claim or any other claim or benefits from the CBC, Vijayawada. The Agency shall make its own arrangement for commuting the personnel requisitioned, to the CBC, Vijayawada offices wherever located in the areas and back.
- b) The agency will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing the services. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the Agency and the CBC, Vijayawada shall not be responsible for any such liability. The Agency shall undertake to indemnify the CBC, Vijayawada for any liability under any law arising out providing the services as per the contract.

- c) During the subsistence of the contract, the CBC, Vijayawada shall not undertake any monetary liability other than the amount payable to the Agency for the services as per the contract. Other liabilities, if any, shall be solely rest on the Agency. Even if the CBC, Vijayawada has to bear such liabilities on unforeseen circumstances/occasions, the CBC, Vijayawada will recover such amount from the Agency by adjusting the amount payable to them.
- d) The Agency shall comply with all acts, laws and other statutory rules, regulations, bye-laws, etc., as applicable or which might become applicable to the state of Andhra Pradesh with regard to performance of the work included herein or touching upon this contract.
- e) If the Agency fails to provide satisfactory performance, the CBC, Vijayawada shall be at liberty to terminate the contract and withhold the Security Deposit or the balance payment of the contractor, etc. The CBC, Vijayawada reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term & condition at any time during the currency of the contract.

10. Indemnity:

- a) Mutual Indemnification - Each party shall defend and indemnify the other, its officers and employees from and against any damages to real or tangible personal property and / or bodily injury to persons, including death, resulting from its or its employees' negligence or wilful misconduct.
- b) Intellectual Property Indemnities - Bidder shall defend and indemnify CBC, Vijayawada from and against any suit, proceeding, or assertion of a third party against CBC, Vijayawada based upon a claim that any of the system or part of the system supplied by the Bidder including third party components, infringes any valid patent, copy right, trade secret, or other intellectual property right under any country's national or international laws. If a claim pursuant to above occurs, Bidder shall take all necessary remedial actions at its own cost. Bidders shall safe guard CBC, Vijayawada operations and protect CBC, Vijayawada against any penalty and / or liability arising out of such claim.

11. The Bidder shall bear all the costs associated with the preparation and submission of its bid, and CBC, Vijayawada will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

12. The Bidder has to examine all instructions, forms, terms, conditions and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

13. Amendment of Bidding Documents (Corrigendum)

At any time prior to the deadline for submission of bids, CBC, Vijayawada may, for any reason, whether at its own initiative or in response to the clarification request by a prospective bidder, modify the bidding documents.

14. In order to allow prospective bidders reasonable time to take into consideration the amendments while preparing their bids CBC, Vijayawada, at its discretion, may extend the deadline for the submission of bids.

Part V – Evaluation Criteria

The selection of agency will be done through a two-bid system i.e. ‘Technical’ and ‘Financial’. **All evaluation (Technical & Financial) would be done by a committee duly constituted by the Competent Authority in CBC, Vijayawada.** During evaluation of Proposals, CBC, Vijayawada, may, at its discretion, ask the Respondents for clarification of their Proposals. The process for Evaluation / Selection is as given below:

1. **Preliminary Scrutiny:** Preliminary scrutiny of the technical bids for eligibility will be done to determine whether the Proposal is complete, whether the documents have been properly signed and whether the bid is generally in order and given by due date. Bids not conforming to such preliminary requirements will be prima facie rejected.
2. **Technical Evaluation: Technical proposal of the agency must detail the design framework and facilities for the exhibition as per the scope of work. The agencies will be required to give a presentation on their technical proposals.** Hard copy of the technical proposal along with the presentation properly signed and stamped should be placed in the envelope. If a Technical Bid is determined as not substantially responsive, the committee will reject it. The parameters to be used for evaluation of technical proposal and presentation will be based upon:

| | | |
|----|--|-----------|
| 1. | Quality of execution of the previous events | 30 Marks |
| 2. | Layout/Design of the Exhibition Pavilion | 30 Marks |
| 3. | Creative/Innovative ideas/displays proposed to engage the people with games/social media/etc., | 20 Marks |
| 4. | Ideation on the theme | 20 Marks |
| | Total | 100 Marks |

Technically qualified Respondents: All Agencies securing more than 60% marks in Technical Evaluation will be shortlisted by CBC, Vijayawada. Financial Bids will be considered only of those respondents who secure a qualifying Technical Score of 60%.

- I. **Financial Bids:** The Agencies are required to provide one financial proposal (in INR) (along with Technical Bids in separate envelopes properly marked and sealed) providing rates for Exhibition to cover the scope of work and activities as per their respective technical proposal. **Rate should be given in the format as per Annexure II.** Financial Proposals will be opened in the presence of the Respondents who choose to be present. Lowest Rate (L1) will be calculated on the basis of financial bids submitted by

technically qualified agencies. Further L1 be decided on consolidation of the price quoted for each ICOP of all the four types.

II. The Maximum amount that can be quoted for each Medium ICOPs/Exhibitions (all amounts are inclusive of GST and other taxes):

- i) For Medium ICOP/multimedia exhibition – not exceeding Rs. 6,20,000/-
The financial bids quoting more than the said amount will be rejected.**

PART VI - ANNEXURES

Annexure - I

Documents to be enclosed for technical evaluation:

| S.No. | Particulars of document | Whether enclosed or not |
|-------|--|-------------------------|
| 1 | Copy of the certificate of incorporation and partnership deed or registration certificate | |
| 2 | ITR / audited Balance sheets of three years in the last 5 years with CA certificate stating the net worth and Turn-over of the organization for each year. | |
| 3 | Copies of the original contracts along with work orders of at least 2 (two) exhibitions/events works of greater than 5 (five) lakhs each. | |
| 4 | Undertaking in Annexure IV stating the firm has not been blacklisted by any govt organization | |
| 5 | Xerox copy of the PAN card of the firm | |
| 6 | Xerox copy of the GST registration certificate | |
| 7 | Copy of the MSME registration certificate, if any, claiming for exemption from earnest money | |
| 8 | Copy of the cheque leaf of the Bank Account clearly showing Bank Account Number and IFSC code. | |

(Signature)

Format for Financial Proposal

The Financial / Price Bid format is given below and Bidders are required to fill this up correctly with full details on their letter heads indicating Rs..... in figure.

Rate for Exhibitions

| Sl. No | Type of exhibition | Deliverables | Total Cost in INR (Inclusive of GST) |
|---------------|--|--|---|
| (a) | Medium ICOPs (With rainproof super structure) for 3 days | Conceptualization, design, fabrication, installation and maintenance of Exhibition and venue for the required time period. As per the scope of work given at Part III; Point No.3 (i), (A to F) of the tender document. | Rs..... (A single quote covering all elements as per technical proposal should be quoted. The rate should be for one such exhibition only) |

EMD Bank Guarantee format

Whereas.....(hereinafter called the “Bidder”) has submitted their offer dated.....for the services and supply of

(hereinafter called the “Bid”) against the customer’s request for proposal No.....

KNOW ALL MEN by these presents that WE..... of.....having our registered office at..... are bound unto.....(hereinafter called the “Customer”) in the sum of.....for which payment will and truly to be made to the said Customer, the bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this..... day of.....20..

The conditions of obligation are:

- (i) If the Bidder withdraws or amends, impairs or derogates from the Bid in any respect within the period of validity of this tender.
- (ii) If the Bidder having been notified of the acceptance of his tender by the Buyer during the period of its validity.
 - a) If the Bidder fails to furnish the Performance Security for the due performance of the contract.
 - b) Fails or refuses to accept/execute the contract.

WE undertake to pay the Customer up to the above amount upon receipt of its first written demand, without the customer having to substantiate its demand, provided that in its demand the customer will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....

(Signature of the authorized officer of the Bank)

Name and designation of the officer

Seal, name & address of the Bank and address of the Branch)

UNDERTAKING TOWARDS NOT BEING BLACK-LISTED

(For Individual Company)

I, _____ Authorized Signatory of M/s _____
hereby give undertaking that we, as a company are not black-listed by any Central/ State
Government/ Semi-Government Organization/ Public Sector Undertaking/ Private Institution in
India.

Further, if information furnished above stands false at any stage, we shall be completely liable
for actions taken by CBC, Vijayawada as per terms & conditions of the RFP notice including
disqualification and exclusion from future contracts/assignments.

(Signature of Authorized Signatory)

Name*: _____

Designation*: _____

Seal: _____

* Please provide the name and designation of the signatory.

Performance Bank Guarantee Format

From:

Bank_____

To

**The President of India through Regional Office,
Central Bureau of Communication,
Ministry of Information & Broadcasting
Government of India
Vijayawada**

Dear Sir,

Whereas you have entered into a contract No.
Dt.....(hereinafter referred to as the said Contract with
M/s....., hereinafter referred to as the
“Contractor/Supplier” for supply of services as per Part-II of the said contract to the said
contractor and whereas the contractor/supplier has undertaken to produce a bank
guarantee for an amount of Rs.15,000/- (Rs. Fifteen Thousand only) to secure its
obligations to the President of India. We the Bank
hereby expressly, irrevocably and unreservedly undertake and guarantee as principal
obligors on behalf of the contractor/supplier that, in the event that the President of India
declares to us that the goods have not been supplied according to the Contractual obligations
under the aforementioned contract, we will pay you, on demand and without demur, all the any
sum up to a maximum of Rupees.....only. Your written
demand shall be conclusive evidence to us that such repayment is due under the terms of the
said contract. We undertake to effect payment upon receipt of such written demand.

2. We shall not be discharged or released from this undertaking and guarantee by any
arrangements, variations made between you and the Contractor/supplier indulgence to
the Contractor/Supplier by you, or by any alterations in the obligations of the
Contractor/Supplier or by any forbearance whether as to payment, time performance or
otherwise.

3. In no case shall the amount of this guarantee be increased.

4. This guarantee shall remain valid for 6 months from the effective date of contract
according to the contractual obligations under the said contract.

5. Unless a demand or claim under this guarantee is made on us in writing or on before the
aforesaid expiry date as provided in the above referred contract or unless this guarantee is
extended by us, all your rights under this guarantee shall be forfeited and we shall be
discharged from the liabilities hereunder.

6. This guarantee shall be a continuing guarantee and shall not be discharged by any
change in the constitution of the bank or in the constitution of
M/s.....